

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 of 10									
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE August 26, 2002		4. REQUISITION/PURCHASE REQ. NO		5. PROJECT NO. (If applicable) MCAS Camp Pendleton, CA								
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD., SUITE 4950 FT. BELVOIR, VA 22060-6222 BUYER/SYMBOL: STUART STOVALL / DESC-FPB sstovall@desc.dla.mil PHONE: 703-767-9339 FAX: 703-767-9338			CODE SCO600		7. ADMINISTERED BY (If other than Item 6) CODE									
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code) BIDDER CODE: CAGE CODE:					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; width: 50px;">X</td> <td> 9a. AMENDMENT OF SOLICITATION NO. SP0600-01-R-0083 </td> </tr> <tr> <td></td> <td> 9b. DATED (SEE ITEM 11) July 11, 2001 </td> </tr> <tr> <td></td> <td> 10a. MODIFICATION OF CONTRACT/ORDER NO. </td> </tr> <tr> <td></td> <td> 10b. DATED (SEE ITEM 13) </td> </tr> </table>		X	9a. AMENDMENT OF SOLICITATION NO. SP0600-01-R-0083		9b. DATED (SEE ITEM 11) July 11, 2001		10a. MODIFICATION OF CONTRACT/ORDER NO.		10b. DATED (SEE ITEM 13)
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	9b. DATED (SEE ITEM 11) July 11, 2001													
	10a. MODIFICATION OF CONTRACT/ORDER NO.													
	10b. DATED (SEE ITEM 13)													
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS														
<p>[XXX] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [XXX] is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.</p> <p>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>														
12. ACCOUNTING AND APPROPRIATION DATA (If required)														
THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14														
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.														
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)														
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:														
D. OTHER (Specify type of modification and authority)														
E. IMPORTANT: Contractor [] is not, [XXX] is required to sign this document and return 1 copies to the issuing office.														
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)														
<p>A) The attached Clause F1.25-1 PERIOD OF PERFORMANCE (AARD) (MULTIYEAR) (DESC APR 1994) is hereby added to the above-referenced solicitation.</p> <p>B) The attached Clause G2.03 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DESC JAN 1986) is hereby added to the above-referenced solicitation.</p> <p>C) Page 30 of the Performance Work Statement (PWS) dated 8/10/2001 (Amendment 0001) is hereby removed and replaced with Page 30 dated 04/02/02.</p> <p>D) The attached Department of Labor Wage Determination 1994-2057 dated May 29, 2002 is hereby incorporated into the above-referenced solicitation.</p> <p>E) All other terms and conditions remain unchanged.</p>														
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.														
				16A. NAME OF CONTRACTING OFFICER BRIAN DeLONG										
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED								

F1.25-1 PERIOD OF PERFORMANCE (AARD) (MULTIYEAR) (DESC APR 1994)

The performance periods for all line items will be--

1st February 1, 2003 through September 30, 2003

2nd October 1, 2003 through September 30, 2004

3rd October 1, 2004 through September 30, 2005

4th October 1, 2005 through September 30, 2006

5th October 1, 2006 through January 30, 2007

(DESC 52.242-9F95)

G2.03 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DESC JAN 1986)

For the purpose of this contract, the Contracting Officer's Technical Representative shall be

Mr. Tommie C. Allen (TC) Telephone: 760-725-3281 Email: allentc@mail.cpp.usmc.mil

MCAS Camp Pendleton
Commanding Officer
Attn: Fuel Division
Marine Corps Air Station
Box 555151
Camp Pendleton, CA 92055-5151

(DESC 52.242-9F50)

C-3.2.7 Mobile/Prefabricated Building(s)

The Contractor shall provide mobile/prefabricated building(s) sized to the Contractor's need for office, dispatch, maintenance, and storage space. The structure used for office/personnel space shall, as mutually agreed upon prior to contract start-up, be wired (electric), and have telephone and local area network (LAN) cabling installed and shall be complete (all windows, doors, and fixtures in good working order). It shall be properly supported, leveled, and the appropriate trim, flashing, and stairs installed on set-up and shall not detract from local surroundings, buildings, and landscaping. Any structure that may be provided as a maintenance facility/space shall not exceed ten by twenty-five (10' X 25'). **As outlined in NFPA 30 Chapter 5, all provided structures shall be constructed of non-combustible/fire retardant materials (it shall not be wood), and shall be wired for placement in or near a flammables fuel storage facility. The Contractor shall make physical connection to Government installed/provided cable ends/junctions.**

C-3.3 Records, Inspections and Disposition of Property

The Contractor shall maintain records, submit to inspections, and dispose of property as follows:

C-3.3.1 Records

The Contractor shall keep maintenance records on all fuel servicing equipment provided. Such records shall contain a complete description, of the truck, tractor, and cargo tank provided, and a copy of cargo tank certification and any applicable inspection documents as may be required by federal, state, and local vehicle code. A complete maintenance history relevant to the Contractor's possession of the vehicle shall also be provided. All records shall be available to the Government for the duration of the contract.

C-3.3.2 Inspections

As outlined in Section E, Clause E29, four (4) work days prior to the contract start date or a date mutually agreed upon by all parties, the Contractor shall have all equipment, supplies and goods specified herein available on-site for inspection by the Government. The expense of making such property available for inspection shall be borne by the Contractor. A vehicle identification worksheet, Appendix X, shall be completed for each vehicle provided. Copies of the worksheets shall be provided to the contracting activity and the post-award inspection team leader on the first day of the equipment inspection.

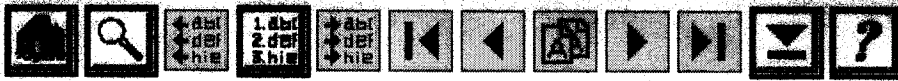
An incumbent shall be capable of emptying, gas freeing, and disassembling selected equipment/components on request.

First time Contractors shall have all fuel delivery vehicles gas-freed for inspection and shall be capable of disassembling such equipment or components thereof, on request.

Property deemed unacceptable by the Government shall be repaired, modified as required to meet specifications, or replaced at the Contractor's expense prior to commencement of the contract or on a date mutually agreed to and documented by the COR, NAVPETOFF and DESC within the post award inspection report. Failure by the Contractor to make remedy by the established dates shall result in a formal cure notice. Failure to meet dates established by the cure notice shall constitute grounds for termination/default.

C-3.3.3 Disposition of Property

Contractor furnished property identified herein shall be used solely in the performance of the work defined in [Section C-2.0](#). Vehicles and property removed prior to the completion of the contract, removed because it is not capable of performing its designated function, or becomes of safety/fire hazards, shall be removed and replaced at the Contractor's expense. In any case, the lack of serviceable vehicles shall not excuse the Contractor from performing the tasks defined in [Section C-2.0](#). The Contractor shall not store equipment in excess of the contract requirements on Government property. On termination of the contract, all equipment shall be removed from Government property within 30 days. Thereafter, the Contractor shall be charged the prevailing commercial storage rate for each piece of equipment kept on Government property.



WAGE DETERMINATION NO: 94-2057 REV (27) AREA: CA,SAN DIEGO

WAGE DETERMINATION NO: 94-2057 REV (27) AREA: CA,SAN DIEGO

REGISTER OF WAGE DETERMINATIONS UNDER

U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

Director

Wage Determinations

Wage Determination No.: 1994-2057 William W. Gross

Date Of Last Revision: 05/29/2002

State: California

Area: California Counties of Imperial, San Diego

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.92
Accounting Clerk II	11.91
Accounting Clerk III	13.91
Accounting Clerk IV	17.29
Court Reporter	15.05
Dispatcher, Motor Vehicle	14.63
Document Preparation Clerk	11.29
Duplicating Machine Operator	11.29
Film/Tape Librarian	13.39
General Clerk I	7.56
General Clerk II	8.49
General Clerk III	11.15
General Clerk IV	13.40
Housing Referral Assistant	18.99
Key Entry Operator I	10.96
Key Entry Operator II	12.43
Messenger (Courier)	9.87
Order Clerk I	11.38
Order Clerk II	14.19
Personnel Assistant (Employment) I	13.30
Personnel Assistant (Employment) II	15.50
Personnel Assistant (Employment) III	17.08
Personnel Assistant (Employment) IV	19.98
Production Control Clerk	16.45
Rental Clerk	13.10
Scheduler, Maintenance	13.10
Secretary I	13.10
Secretary II	14.50
Secretary III	18.99
Secretary IV	21.47
Secretary V	25.37
Service Order Dispatcher	13.43
Stenographer I	11.52
Stenographer II	12.95
Supply Technician	21.47
Survey Worker (Interviewer)	14.36
Switchboard Operator-Receptionist	11.13
Test Examiner	14.50
Test Proctor	14.50
Travel Clerk I	10.26
Travel Clerk II	11.22
Travel Clerk III	12.32
Word Processor I	12.67
Word Processor II	15.57

Word Processor III	18.97
Automatic Data Processing Occupations	
Computer Data Librarian	11.06
Computer Operator I	12.61
Computer Operator II	14.11
Computer Operator III	16.93
Computer Operator IV	20.39
Computer Operator V	22.57
Computer Programmer I (1)	17.89
Computer Programmer II (1)	22.17
Computer Programmer III (1)	27.62
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	27.31
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	13.78
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	20.03
Automotive Glass Installer	17.45
Automotive Worker	17.45
Electrician, Automotive	18.13
Mobile Equipment Servicer	16.06
Motor Equipment Metal Mechanic	18.76
Motor Equipment Metal Worker	17.45
Motor Vehicle Mechanic	18.43
Motor Vehicle Mechanic Helper	15.06
Motor Vehicle Upholstery Worker	16.81
Motor Vehicle Wrecker	17.45
Painter, Automotive	18.46
Radiator Repair Specialist	17.45
Tire Repairer	15.52
Transmission Repair Specialist	18.76
Food Preparation and Service Occupations	
Baker	12.00
Cook I	11.04
Cook II	12.00
Dishwasher	8.28
Food Service Worker	8.28
Meat Cutter	13.85
Waiter/Waitress	8.96
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.13
Furniture Handler	13.02
Furniture Refinisher	18.13
Furniture Refinisher Helper	15.06
Furniture Repairer, Minor	16.81
Upholsterer	18.13
General Services and Support Occupations	
Cleaner, Vehicles	9.52
Elevator Operator	8.28
Gardener	11.04
House Keeping Aid I	8.01
House Keeping Aid II	8.84
Janitor	8.38
Laborer, Grounds Maintenance	9.86
Maid or Houseman	8.34
Pest Controller	11.56
Refuse Collector	9.52
Tractor Operator	10.36
Window Cleaner	9.72
Health Occupations	
Dental Assistant	14.61
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.27
Licensed Practical Nurse I	12.34
Licensed Practical Nurse II	13.84
Licensed Practical Nurse III	15.52
Medical Assistant	10.73
Medical Laboratory Technician	13.67
Medical Record Clerk	13.89

Medical Record Technician	14.58
Nursing Assistant I	7.83
Nursing Assistant II	8.86
Nursing Assistant III	9.60
Nursing Assistant IV	10.80
Pharmacy Technician	13.21
Phlebotomist	13.04
Registered Nurse I	23.10
Registered Nurse II	27.21
Registered Nurse II, Specialist	27.21
Registered Nurse III	32.33
Registered Nurse III, Anesthetist	32.33
Registered Nurse IV	38.74
Information and Arts Occupations	
Audiovisual Librarian	19.52
Exhibits Specialist I	16.76
Exhibits Specialist II	19.53
Exhibits Specialist III	23.89
Illustrator I	17.97
Illustrator II	20.93
Illustrator III	25.61
Librarian	23.60
Library Technician	13.58
Photographer I	13.02
Photographer II	16.76
Photographer III	19.53
Photographer IV	23.89
Photographer V	28.91
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.38
Counter Attendant	7.38
Dry Cleaner	9.03
Finisher, Flatwork, Machine	7.38
Presser, Hand	7.38
Presser, Machine, Drycleaning	7.38
Presser, Machine, Shirts	7.38
Presser, Machine, Wearing Apparel, Laundry	7.38
Sewing Machine Operator	9.61
Tailor	10.18
Washer, Machine	7.88
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.13
Tool and Die Maker	22.25
Material Handling and Packing Occupations	
Forklift Operator	13.28
Fuel Distribution System Operator	17.67
Material Coordinator	14.10
Material Expediter	14.10
Material Handling Laborer	9.82
Order Filler	10.36
Production Line Worker (Food Processing)	12.65
Shipping Packer	11.86
Shipping/Receiving Clerk	11.26
Stock Clerk (Shelf Stocker; Store Worker II)	12.58
Store Worker I	9.64
Tools and Parts Attendant	11.77
Warehouse Specialist	12.95
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	20.38
Aircraft Mechanic Helper	15.06
Aircraft Quality Control Inspector	21.25
Aircraft Servicer	16.81
Aircraft Worker	17.45
Appliance Mechanic	18.13
Bicycle Repairer	15.52
Cable Splicer	21.57
Carpenter, Maintenance	18.13
Carpet Layer	17.45
Electrician, Maintenance	19.95

Electronics Technician, Maintenance I	12.94
Electronics Technician, Maintenance II	20.68
Electronics Technician, Maintenance III	24.77
Fabric Worker	16.81
Fire Alarm System Mechanic	18.76
Fire Extinguisher Repairer	16.06
Fuel Distribution System Mechanic	20.64
General Maintenance Worker	17.45
Heating, Refrigeration and Air Conditioning Mechanic	18.76
Heavy Equipment Mechanic	20.37
Heavy Equipment Operator	24.28
Instrument Mechanic	19.30
Laborer	10.95
Locksmith	18.13
Machinery Maintenance Mechanic	22.42
Machinist, Maintenance	18.96
Maintenance Trades Helper	15.06
Millwright	21.42
Office Appliance Repairer	18.13
Painter, Aircraft	18.46
Painter, Maintenance	18.13
Pipefitter, Maintenance	18.76
Plumber, Maintenance	18.13
Pneudraulic Systems Mechanic	18.76
Rigger	18.76
Scale Mechanic	17.45
Sheet-Metal Worker, Maintenance	18.76
Small Engine Mechanic	17.45
Telecommunication Mechanic I	18.76
Telecommunication Mechanic II	21.75
Telephone Lineman	18.76
Welder, Combination, Maintenance	18.76
Well Driller	19.74
Woodcraft Worker	18.76
Woodworker	16.06
Miscellaneous Occupations	
Animal Caretaker	9.66
Carnival Equipment Operator	11.56
Carnival Equipment Repairer	12.32
Carnival Worker	8.28
Cashier	10.45
Desk Clerk	10.06
Embalmer	19.62
Lifeguard	9.78
Mortician	19.62
Park Attendant (Aide)	12.28
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.63
Recreation Specialist	13.95
Recycling Worker	13.15
Sales Clerk	10.40
School Crossing Guard (Crosswalk Attendant)	8.28
Sport Official	9.78
Survey Party Chief (Chief of Party)	21.91
Surveying Aide	14.31
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	19.92
Swimming Pool Operator	12.34
Vending Machine Attendant	11.63
Vending Machine Repairer	13.46
Vending Machine Repairer Helper	11.23
Personal Needs Occupations	
Child Care Attendant	8.88
Child Care Center Clerk	12.39
Chore Aid	9.19
Homemaker	15.53
Plant and System Operation Occupations	
Boiler Tender	20.64
Sewage Plant Operator	21.59
Stationary Engineer	22.34
Ventilation Equipment Tender	15.06

Water Treatment Plant Operator	21.59
Protective Service Occupations	
Alarm Monitor	18.05
Corrections Officer	19.87
Court Security Officer	21.07
Detention Officer	21.07
Firefighter	18.83
Guard I	8.43
Guard II	16.10
Police Officer	23.40
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	16.80
Hatch Tender	14.66
Line Handler	14.66
Stevedore I	14.76
Stevedore II	16.52
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.33
Air Traffic Control Specialist, Station (2)	19.53
Air Traffic Control Specialist, Terminal (2)	21.51
Archeological Technician I	17.17
Archeological Technician II	19.21
Archeological Technician III	23.80
Cartographic Technician	22.77
Civil Engineering Technician	22.87
Computer Based Training (CBT) Specialist/ Instructor	23.75
Drafter I	13.34
Drafter II	14.98
Drafter III	19.27
Drafter IV	22.46
Engineering Technician I	14.99
Engineering Technician II	16.83
Engineering Technician III	20.26
Engineering Technician IV	24.68
Engineering Technician V	30.06
Engineering Technician VI	36.39
Environmental Technician	18.18
Flight Simulator/Instructor (Pilot)	27.62
Graphic Artist	20.28
Instructor	23.75
Laboratory Technician	16.61
Mathematical Technician	21.38
Paralegal/Legal Assistant I	17.86
Paralegal/Legal Assistant II	22.39
Paralegal/Legal Assistant III	27.39
Paralegal/Legal Assistant IV	33.13
Photooptics Technician	19.93
Technical Writer	25.34
Unexploded (UXO) Safety Escort	18.60
Unexploded (UXO) Sweep Personnel	18.60
Unexploded Ordnance (UXO) Technician I	18.60
Unexploded Ordnance (UXO) Technician II	22.51
Unexploded Ordnance (UXO) Technician III	26.98
Weather Observer, Combined Upper Air and Surface Programs (3)	17.40
Weather Observer, Senior (3)	19.32
Weather Observer, Upper Air (3)	17.40
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	13.05
Parking and Lot Attendant	7.60
Shuttle Bus Driver	10.57
Taxi Driver	8.64
Truckdriver, Heavy Truck	15.36
Truckdriver, Light Truck	10.30
Truckdriver, Medium Truck	14.37
Truckdriver, Tractor-Trailer	15.36

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3

weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting

officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C) (vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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